

Ministerial Agreement

THE UNITARIAN UNIVERSALIST CHURCH OF JACKSONVILLE (“The Congregation”) AND THE REVEREND PAUL S. JOHNSON JOINTLY ENTER INTO THIS AGREEMENT

1. GOALS, RESPONSIBILITIES, AND RELATIONSHIPS

1.1. Intention

The intention of this Agreement is to set forth the responsibilities and obligations of the Minister to the Board of Directors (Board) as the representative of the Congregation and of the Board to the Minister as we seek to dwell together in peace, to seek truth in love, and to serve one another and the larger community. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Board and the Minister must be grounded on both sides in open communication, mutual trust, good faith, and an open and agreed upon process.

1.2. Shared Leadership

1.2.1. The Minister and the Board share responsibility for the leadership and ministry of the Congregation. This relationship is one of discovery, of each other, in a context of mutuality. The relationship of the Minister and the Board will be in accordance with the Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association.

1.2.2. Consistent with our shared values and Principles of Unitarian Universalism, the Congregation looks to its Minister to provide spiritual leadership and initiative, assistance in setting and articulating its vision, oversight of the staff team, professional and inspired performance, oversight of the Congregation’s programs, and collaboration with the Board, Portfolio Leaders, and Congregational committees regarding administration of its business operations.

1.2.3. Consistent with our shared values and Principles of Unitarian Universalism, the Minister looks to the Congregation to live out its mission and vision, demonstrate leadership, be open to change, broaden the meaning of community, and to communicate issues or concerns that may arise in a forthright and respectful manner.

1.2.4. The Board, on behalf of the Congregation, commits to remaining in covenant with the Minister and holding members of the Congregation to behavior that is respectful of the Minister and of the office, and that is consistent with our shared values and Principles as Unitarian Universalists.

1.2.5. Consistent with our shared values and Principles of Unitarian Universalism, the Minister, the Board, and the Congregation commit to practice shared ministry as co-creators of a thriving ministry that meets congregational and community needs and carries out the church’s mission and vision.

1.2.6. Start-Up: The Minister and Board will establish a Committee on Ministry, and will meet with appropriate congregational leaders and staff to explore the culture and norms of the congregation and establish goals for this period of ministry, and begin planning for periodic review of the ministry.

1.2.7. Monitoring and Nurturing the Health of the Ministry: The Board and the Minister will monitor and nurture the health of the ministries of the Congregation through regular evaluation(s). The methodology of such evaluation(s) will be collaboratively developed by the Board and the Minister and will reflect an understanding that program effectiveness hinges upon team effort. In designing evaluation methodology, the Board and Minister will also agree upon a process to periodically evaluate the Minister.

1.2.8. Anti-Racism, Anti-Oppression and Multicultural Awareness: The Board, Congregation, and the Minister affirm our mutual commitment to address the systemic prejudices and biases found within all parts of society by, among other things, working to ensure that the Minister(s), and staff are trained to understand, welcome and better serve a multiracial, multiethnic, increasingly diverse community and enhance the ability of each individual to live our values of justice, equity, and interdependence. The Board and Minister(s) are committed to an ongoing process to address the ways systems of oppression within and beyond our Congregation are perpetuated and agree to collaborate on the development of a joint process of reflection and growth to ensure progress.

1.2.9. Ongoing Dialogue: The Board and Minister recognize the different cultural, racial/ethnic, ability, gender, generational, economic, social and theological experiences and identities that exist within our congregation. While the Board and Minister acknowledge that these differences are a source of great strength, they may also be a source of or contributor to concerns, disagreements, or internal conflict. The Board, the Minister, and the Committee on Ministry commit to open, truthful and ongoing communication about the ways in which identity and power impact and shape the congregation. When issues, concerns, and conflicts arise, the Board and Minister commit to addressing the issues at hand, recognizing that conflict is an inherent part of making choices within a diverse faith community. The Board and Congregational Leaders will make space to thoughtfully consider how differences in identity, experience, or power might be a factor in any conflict. The Board and Minister will be guided by our Unitarian Universalist Principles and the accountability of community.

2. RESPONSIBILITIES

2.1. Services to the Board and Leadership Groups

2.1.1. The Minister will be an ex officio member, without vote, of the Board. The Minister is regularly expected to bring to the attention of the Board matters significantly affecting the life, operation, and mission of the Congregation.

2.1.2. The Minister will be an ex officio member, without vote, of all committees, task forces, or teams except a Ministerial Search Committee formed following the announcement of the Minister's retirement or departure. The Minister will confer, as needed, with each committee on how best to assist it. Attendance by the Minister at committee meetings is welcome, but not routinely expected.

2.2. Pulpit and Worship Services

2.2.1. It is a basic premise of this Congregation that the pulpit is free. The Minister is expected to express personal and faith values, views, and commitments consistent with the Principles of Unitarian Universalism without fear or favor.

2.2.2. The Minister will work closely with the Worship Team to coordinate worship services whether or not the Minister is involved in leading a given service.

2.2.3 The Minister will lead or co-lead worship a minimum of 18 Sundays each year as well as major religious holidays observed by the Congregation. The Minister will be responsible for two Sundays per month, either consecutively or bi-monthly. The Minister will be expected to use sound judgment regarding participation in denominational activities and communicate their schedule, in advance, to the Board.

2.2.4 The Minister will have access to all financial records including pledges and pledge payments.

2.3 Other Ministerial Services

2.3.1 The Minister will conduct rites of passage for Church members and immediate family (spouse or partner, parents and children), including weddings, child dedications, and memorial services as well as provide pastoral care services, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's pastoral care program. The Minister will maintain awareness of personal and professional limitations and boundaries, and will refer members for professional counseling and other specialized services as appropriate. The Minister will provide such ministerial services and counseling to members of the Congregation without fee or honorarium.

2.3.2 The Minister may charge a fee when rites of passage, pastoral care services, and other ministerial services are provided to individuals not connected to the Congregation.

2.4 Community Activities: The Minister, time permitting, will serve in the community beyond the Congregation and will inform the Board of such action through periodic reports.

2.5 Relationship to Congregational Staff

2.5.1. Minister's Role: Recognizing the limitations of part-time ministry, the Minister may delegate the direct supervision of the Congregational staff to a member of the Board or Personnel Committee. The Minister will provide input into staff reviews. The Minister will have input into any decisions to hire, discharge, change the compensation of Congregation staff or any other major personnel-related changes in consultation with the Board and Personnel Committee.

2.5.2. Relationship to Other Religious Professionals on Staff: The Minister, in collaboration with Congregational leaders, has primary responsibility for the vision and mission of the Congregation. In recognition of the work done by Congregational staff, the Minister will enter into a covenant with the other religious professionals on staff. Such covenant will delineate the roles and responsibilities of each as well as the means to resolve disagreements should they occur. The Minister, as staff lead, will foster a collaborative environment among staff and will take care that changing roles and relations of the shared professional leadership are reviewed, discussed and re-negotiated with clarity, respect, and honesty in the spirit of the UUMA Guidelines.

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

3.1. Salary and the Allocations to Housing Allowance

3.1.1. The Board will provide to the Minister a starting salary, including housing, of \$3,458 per month which on an annual basis is \$41,496 (\$38,038 for eleven-month contract). Salary and Housing shall be payable semi-monthly on the 15th and end of the month, beginning on October 1, 2020. The Minister will provide services to UUCJ two weeks per month, either consecutively or alternate weeks. When UUCJ returns to on-campus activities, it is expected that the Minister will be in residence in Jacksonville two consecutive weeks per month.

3.1.2. Housing Allowance: Consistent with federal law, the Board will annually designate a portion of salary as a Housing Allowance once the Minister has ascertained the expected cost of housing.

3.2. Employee Benefits and Professional Expenses: Consistent with the UUA Compensation Guidelines, the Board agrees to provide an array of employee benefits including retirement, health, dental, life, and long-term disability insurance as follows:

3.2.1. Payment-in-Lieu of Social Security/Medicare Tax: The Board will make a monthly/quarterly payment-in-lieu of the employer's FICA payment. This payment to the Minister is currently 7.65 percent of salary and housing up to the Social Security tax cap and 1.45% of the excess.

3.2.2. Retirement Contribution: The Board will make contributions of 10% of salary and housing to the UUA Retirement Plan (or another qualified church retirement plan). If the UUA Retirement Plan, the amount of the Employer's Contribution and any Employer's Matching Contributions will be consistent with the commitments adopted by the Board and submitted in the Congregation's Participation Agreement to the UUA Office of Church Staff Finances. These commitments apply to all employees who have met the governing Plan's Year of Eligibility Service provision. All contributions will be submitted by the applicable federally regulated due date for each contribution type. All eligibility and participation requirements, benefits and other conditions will be determined by the Plan Sponsor pursuant to the applicable plan document and federal law.

3.2.3. Insurance premiums: The Congregation may pay insurance premiums as follows:

3.2.3.1. Comprehensive Health Insurance: Payment of \$1500 per year (\$125 per month) toward Minister's health insurance expenses. Minister will furnish appropriate documentation for health insurance expenses for reimbursement for these expenses.

3.2.3.2. Dental Insurance: Payment of 40 percent or more of the insurance premium for dental insurance provided through the UUA, or its equivalent, and 25 percent of the incremental cost of providing dental insurance for the Minister's spouse/partner and dependents. WAIVED

3.2.3.3. Long-Term Disability Insurance: Payment of 50 percent of the premium for the long-term disability insurance provided by the UUA, or its equivalent. The premium amount will be imputed as taxable income on the Minister's W2. WAIVED

3.2.3.4. Group Term Life Insurance: Employer payment of 50 percent of premium for group life insurance provided by the UUA, or its equivalent. The required portion of the premium paid on behalf of the Minister will be imputed as taxable income on the Minister's W-2 as required by law. WAIVED

3.2.3.5. State Required Employee Insurance: The Congregation will review its obligation to participate in other insurance programs required by state law including: Workers Compensation, Unemployment Insurance, and Short-term Disability. In doing so, the Congregation will comply with its legal obligations.

3.2.4. Professional and out-of-pocket expenses: The Congregation will establish an Accountable Expense Reimbursement Account. The amount provided will be \$3,000. Reasonable expenses related to the Minister's ministry will be reimbursed from that account promptly upon submission of a timely reimbursement request with appropriate documentation. Reimbursable expenses include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, conference registration, UUMA and other professional dues, continuing education, clergy robes, books, periodicals, dues, and office equipment such as phones, computers, and printers. It will be the practice of the Congregation to reimburse such expenses at the maximum rate allowed by the tax laws. Equipment purchased with these funds will be the property of the Congregation, although such items may be subsequently purchased by the Minister from the Congregation at the item's depreciated value.

3.3. Annual Review of Compensation: Should the Minister's contract be renewed the Board

will review the Minister's salary, housing, and benefits annually in consultation with any appropriate committee(s), and will inform the Congregation of any adjustments, taking into consideration such factors as merit in meeting or exceeding expectations, increases in the cost of living, changes in the cost of benefits, and the financial means of the Congregation. This review will also take into consideration how the Minister's and other staff compensation compares to the UUA Compensation Guidelines.

3.4. Intellectual Property: All notes, research, sermons, and other products of the Minister's work will be the sole property of the Minister. The Minister grants to the Congregation in perpetuity a royalty-free, non-exclusive use of sermons developed during the time of this ministry.

3.5. Relocation/Moving Expenses: No relocation/moving expenses are anticipated. At the time of this contract, services will be provided remotely and virtually. When UUCJ determines it is safe to reopen the sanctuary, the Church will reimburse the Minister at the allowed Federal mileage rate (currently \$0.575 per mile) for travel from his home to Jacksonville, FL. Such reimbursement may or may not be taxable under IRS regulations.

4. WORK WEEKS AND LEAVE PROVISIONS

4.1. Office Hours: The Minister will inform the Congregation of times when appointments may be scheduled, virtually or in person.

4.2. Work Week: The Minister will be given one day per week free of all Congregational responsibilities and one additional day devoted to study and writing wherein the Minister will be available only for emergencies.

4.3. Vacation and Study Leave: In recognition that the Minister works, on average, six days each week, the Minister will be relieved of all responsibilities for a total of two weeks per year which shall be taken as vacation. Should the contract be renewed, vacation leave shall be negotiated along with other benefits. Should a Congregational emergency arise requiring the Minister's return from vacation or leave, all reasonable costs of such return will be borne by the Congregation. (See Endnote pertaining to days off).

4.4. Sick Leave: The Minister will be credited with 5 sick days on the first day of employment. Sick leave may be used for the Minister's illness or for the illness of a member of the Minister's immediate family, parents or in-laws.

4.5. Extended Medical Leave: Should the Minister suffer an illness, injury, or disabling condition that continues after all accrued sick and vacation, has been exhausted, the Board will place the Minister on "Extended Medical Leave." Extended Medical Leave will not extend beyond 90 days following the exhaustion of all sick, vacation, and study leave.

4.5.1. During Extended Medical Leave, vacation does not accrue. The Board will continue to make its contributions toward all selected employee benefit payments (health, retirement, and payment-in-lieu-of FICA) as otherwise provided by this Agreement, and no less than 75 percent of the minister's salary and housing allowance. If the Minister recovers and is able to return to work full-time before the earlier of the 90-day period of Extended Medical Leave, the Congregation will retroactively pay the Minister the difference between 100 percent of salary, housing, payment-in-

lieu-of-FICA, and retirement contribution and the amount already paid. [See Section 5 for termination provisions]

4.6. Leave for a Family Member: The Minister may take up to 6 weeks of unpaid leave when needed to care for a family member (child, spouse/partner, parent, or in-law) with a serious health condition. The Minister must use any accrued sick, study, and/or vacation time during this leave. If accrued paid time off is exhausted, then the remaining leave will be unpaid. During periods of unpaid leave, the Board will continue paying its required contributions toward the premiums for health, dental, life, and long-term disability insurance, but not employer retirement contributions.

4.7. Bereavement Leave: Upon the death of an immediate family member (spouse/partner, child, parent, or in-law), the Minister may take up to 5 days of paid leave. For the death of a family member outside the immediate family, the Minister may take up to 3 days of paid leave.

5. EMPLOYMENT TERM AND TERMINATION.

5.1. Term. The term of this agreement is for eleven (11) months beginning October 1, 2020, and ending August 31, 2021.

5.2. Termination by Resignation or Retirement. The Minister may terminate voluntarily by providing forty-five (45) days' notice in writing to the Board President, and such termination will become effective at the expiration of the forty-five (45) day period or any mutually agreed upon longer period. The Minister agrees to continue to perform all duties during such notice period and to take all necessary steps to effectuate an effective transfer of duties during that time. At its option and discretion, the Board may reduce or eliminate the forty-five (45) day notice period and provide pay in-lieu of notice for the time period that the notice is shortened or eliminated.

5.3. Termination Due to Death or Disability.

5.3.1. Termination Due to Death. The Minister's employment will terminate upon the Minister's death. The Minister's beneficiaries will be entitled to receive any death benefits to which Minister is entitled under any insurance plans. In the case of the UU Retirement Plan, participants are 100 percent vested and beneficiary designations made by the participant are kept on file by the retirement plan Recordkeeper. Accrued vacation will be compensated in the financial equivalent to the Minister's beneficiaries.

5.3.2. Termination Due to Disability. In the event that the Minister is found eligible for long-term disability benefits and/or is absent from work, or physically unable to perform duties at the conclusion of the Extended Medical Leave outlined in Section 4.5, the Board has the right to terminate the Minister's employment upon written notice to the Minister. The Minister will be entitled to receive any longterm disability benefits to which Minister is entitled under any insurance plans. The Board's payments for the Minister's benefits will cease immediately upon termination, but the Minister will receive any vested retirement benefits or insurance continuation rights provided by law, insurance contracts or plan documents.

5.4. Administrative Leave/Suspension: The Board may place a Minister on administrative leave with pay at its discretion to allow for an investigation of any complaints or concerns.

5.4.1. If the personal or ethical behavior of the Minister results in the Minister being suspended from fellowship by the Ministerial Fellowship Committee, or charges filed by a law enforcement agency, then the Board may suspend the Minister from duties, with or without compensation, until the matter is resolved. If the suspension is without compensation, the Minister may draw down unused vacation or study leave. If the matter is resolved and the Minister is returned to service, then all leave time will be returned to the Minister, and the Minister will be fully compensated for any unpaid time.

5.5. Termination by the Board.

5.5.1. Negotiated Resignation. The Board may negotiate the Minister's resignation. In exchange for a General Release of All Claims signed by the Minister, the Board will continue the Minister's salary, housing allowance, the financial equivalent of the Minister's unused vacation and study leave, and the Congregation's contributions toward the Minister's benefits for an additional one month per year of service up to three (3), or until the Minister has begun service in another equivalent position, if sooner. The continuation of benefits is subject to the provisions of the various benefit plans.

5.5.2. Dismissal with Reason. The Minister may be dismissed with less than forty-five (45) days' notice and without the severance payments described in this Agreement, if the Minister

5.5.2.1. is convicted of a felony;

5.5.2.2. has their ministerial fellowship with the UUA terminated;

5.5.2.3. is found by the Board of the Congregation to have engaged in one or more physically or sexually abusive acts toward any person, including a member of the Congregation, a Congregation employee, a child, a spouse, a senior, or person with a disability;

5.5.2.4. is determined by the Board to have seriously neglected the ministerial responsibilities under this Agreement, improperly used Congregational funds for personal gain, and/or to have engaged in activities that bring the Congregation and/or Unitarian Universalism into disrepute in the Congregation or the community.

5.6. Non-Disclosure Clause. The Board and the Minister agree that in any negotiated agreement, they will not include a non-disclosure clause. The Board and the Minister agree that the circumstances leading up to a termination need to be understood during the subsequent period of interim ministry and discussed with prospective ministerial candidates.

5.7. No Payment toward Benefits after Termination. Following the Minister's employment termination under Section 5.5, whether or not for Cause, the Minister shall not be entitled to any further pay or contributions toward any insurance or retirement benefits or accrual of earned time except in exchange for a general release of all claims or as required by law.

5.7.1. Following the Minister's employment termination under Section 5.5, whether or not for

Cause, the Minister and the Congregation will follow ethical standards in accordance with the Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association.

6. DISPUTE RESOLUTION

6.1. Mediation. The Minister and the Board will seek to resolve any disputes concerning the interpretation or performance of this Agreement or its validity or termination in keeping with UUA Principles. Either or both parties to this Agreement may request the assistance of the UUA Congregational Life Staff, a UUMA Good Officer, the UUA Office of Church Staff Finances, or a similar resource.

6.2. Arbitration. If an effort to mediate or otherwise resolve a dispute has been unsuccessful, then either or both parties may seek to solely and finally resolve the dispute by arbitration. Such arbitration shall be the exclusive remedy and will be before a tribunal consisting of one Unitarian Universalist Minister appointed by the Minister, one Unitarian Universalist Minister appointed by the Congregation's Trustees, and a third individual appointed by the first two arbitrators. The tribunal will operate under procedural rules developed by the Unitarian Universalist Association's Ministries and Faith Development staff group.

7. AMENDMENT AND CHOICE OF LAW

7.1. The terms of this Agreement may be changed by mutual consent of the Minister and the Board. Change in the level of compensation will not alter the other terms of this Agreement. All changes must be in writing.

7.2. This Agreement is subject to the laws of the State of Florida and the bylaws of the Congregation. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association.

7.3. A signed copy of this agreement will be sent to:

Transitions Office, UUA
24 Farnsworth Street
Boston, MA 02210

Agreed to this 17th day of September, 2020.

For the Board: On File, President

Date: _____

On File, Minister

Date: _____

cc: Congregational Life Staff, UUA Ministerial Transitions Director, UUA
